

Conciliation Agreement
Between the
U. S. Department of Labor, Office of Federal Contract Compliance Programs
and
South Hampton Manor Nursing and Rehabilitation Center, L.P.
d/b/a Shippensburg Health Care Center
121 Walnut Bottom Road
Shippensburg, PA 17257

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) conducted a complaint investigation of Shippensburg Health Care Center (SHCC) located at 121 Walnut Bottom Road, Shippensburg, Pennsylvania 17257 beginning on October 7, 2019. OFCCP found that SHCC failed to comply with Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503), Title I of the Americans with Disabilities Act of 1990, as amended (ADA), the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA), and their respective implementing regulations at 41 C.F.R. §§ 60-300.5, 60-300.21(a), 60-741.5, and 60-741.21(a)(1).

OFCCP notified SHCC of the specific violations and the corrective actions required in a Notification of Results of Investigation (NORI) issued on April 6, 2020.

In the interest of resolving the violations without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and SHCC enter into this Conciliation Agreement (Agreement) and its attachments, and the parties agree to all the terms therein.

The attachments to this Agreement are deemed incorporated into this Agreement.

II. General Terms and Conditions

1. In exchange for SHCC's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under Executive Order 11246, as amended (E.O. 11246), Section 503, and/or VEVRAA based on the violations alleged in the NORI. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if SHCC violates any provision of this Agreement, as set forth in Paragraph 11, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review SHCC's compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. SHCC will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all hard copy or electronic reports and documents it requests, including those specified in this Agreement.

3. Nothing in this Agreement relieves SHCC of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.
4. SHCC and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246, Section 503, and/or VEVRAA.
5. SHCC agrees that it will not retaliate against any potential or actual beneficiary of this Agreement or against any person who files a complaint, who has provided information or assistance, or who participates in any manner in any proceeding in this matter.
6. The parties understand the terms of this Agreement and enter into it voluntarily.
7. This Agreement, including its attachments, constitutes the entire Agreement and represents the complete and final understanding of the parties. This Agreement contains all of the terms binding the parties and it supersedes all prior written and oral negotiations and agreements. Any modifications or amendments to this Agreement must be agreed upon in writing and signed by all parties. If an administrative error is found, OFCCP will work in good faith with all parties to make the corrections.
8. This Agreement becomes effective on the day it is signed by the District Director (Effective Date).
9. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
10. This Agreement will expire sixty (60) days after SHCC submits its final progress report required in Section VII, below, unless OFCCP notifies SHCC in writing before the expiration date that SHCC has failed to fulfill all of its obligations under the Agreement. In this instance, the Agreement is automatically extended until the date that OFCCP determines that SHCC has met all of its obligations under the Agreement.
11. If SHCC violates this Agreement:
 - a. The procedures at 41 C.F.R. §§ 60-1.34, 60-300.63 (2014), and/or 60-741.63 (2014) will govern:
 - i. OFCCP will send SHCC a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. SHCC shall have fifteen (15) days from receipt of the notice to respond, except in those cases in which such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
 - iii. If SHCC is unable to demonstrate that it has not violated the Agreement, or if OFCCP alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.

- iv. In the event of a breach of this Agreement by SHCC, OFCCP may elect to proceed to a hearing on the entire case and seek full make-whole relief, and not be limited to the terms agreed to in the Agreement.
 - b. SHCC may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. § 60-1.27, 41 C.F.R. § 60-300.66 (2014), 41 C.F.R. § 60-741.66 (2014), and/or other appropriate relief for violating this Agreement.
12. SHCC neither admits nor denies any violation of the Executive Order, Section 503 or VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
13. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
14. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the United States Department of Labor.
15. Each party shall bear its own fees and expenses with respect to this matter.
16. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with this Agreement, shall constitute admissible evidence with respect to any OFCCP policy, practice or position in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this specific Agreement.
17. All references to “days” in this Agreement, and in the Timeline included as Attachment A, are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or a Federal holiday, that deadline will be extended to the next business day.

III. Discrimination Violation

1. **Violation:** SHCC discriminated against (b) (6), (b) (7)(C) (Complainant) by terminating his employment due to his disability and his status as a disabled veteran, in violation of 41 C.F.R. §§ 60-300.5, 60-300.21(a), 60-741.5, and 60-741.21(a)(1).

IV. Financial Remedy

1. Settlement Amount

- a. **Specific Settlement Amount.** The total settlement amount includes \$19,243.36 in back pay and \$756.64 in interest to resolve specific violations set forth above, as follows:
 - i. **Complaint of** (b) (6), (b) (7)(C) \$19,243.36 in back pay and \$756.64 in interest.

2. Allocation

- a. **Total Amount to be Allocated.** The back pay and interest amounts of the Settlement Amount will be distributed to the Complainant as explained in this Section. The amount distributed will include appropriate deductions for the Complainant's share of payroll deductions required by law on the portion representing back pay only, such as federal (FICA/Federal Unemployment Tax Act (FUTA)), state or local insurance premiums or taxes.
- b. **Complainant Eligible to Receive Payment.** The Settlement Amount will be distributed to the Complainant if he timely responds to the Notice Process as explained below (hereinafter, Eligible Complainant). The final amount to the Complainant is set forth below.
- c. **Individual Payment Amount.** Complainant (b) (6), (b) (7)(C) will receive a total of \$20,000.00 in back pay and interest.
- d. **Payment to Complainant.** SHCC will issue a check or make an electronic payment to the Eligible Complainant in the stated amount, along with appropriate tax reporting forms (such as W-2 and Internal Revenue Service (IRS) Form 1099) by the date set forth on the Timeline. OFCCP will receive timely documentation of the payment made and any payments returned undelivered or any checks not cashed, as set forth on the Timeline. A check that remains uncashed 180 days after the initial date the check was mailed to the Eligible Complainant will be void.
- e. **Tax Payments, Forms and Reporting.** SHCC will pay SHCC's share of social security withholdings, and any other tax payments required by law from additional funds separate from the Settlement Amount. SHCC shall mail to the Eligible Complainant an IRS Form W-2 for that portion of the payment representing back pay and an IRS Form 1099 for that portion of the payment representing interest. These IRS forms will be provided to the Eligible Complainant either at the time of payment, electronically or with the settlement check, or at the end of the year, as required by the IRS. The Eligible Complainant will not be required to complete a W-4 or W-9 in order to receive a payment under this settlement.

3. Notice Process

- a. **OFCCP and Contractor Obligations under the Notice Process.** The Notice Process set forth in this Agreement is intended to provide the Complainant a meaningful opportunity to understand their rights and obligations and act on them in a timely manner. This includes providing notice in multiple relevant languages to the affected workers and through multiple channels if appropriate and providing technical assistance to the Complainant seeking information about his rights and obligations under this Agreement. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, SHCC and OFCCP will regularly meet and confer in person, by phone and/or by email on the notice process to determine how best to carry out the Notice provisions of this Agreement, and to decide whether any activity, deadline or document should be

modified. OFCCP and SHCC agree not to unreasonably withhold consent to reasonable modifications proposed by either party.

- b. **Notice Documents.** SHCC will distribute Notice Documents to the Complainant consistent with the sample Notice Documents contained in Attachment B. The Notice Documents may include a Notice, Release of Claims, and Information Verification Forms. The Notice Documents may also include other materials such as standard OFCCP or U.S. Department of Labor materials, instructions or a cover sheet, job applications, or other information that better enables the Complainant to understand their rights and obligations and act on them in a timely manner. The Notice Documents will make clear the information about the settlement is being provided by or on behalf of the U.S. Department of Labor. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, the parties will meet and confer on any reasonable modifications of the sample Notice Documents or additions to the materials distributed by SHCC, if proposed by either party.
- c. **Timeline.** Attachment A sets forth the agreed Timeline for Notice and for the parties' other obligations under this Agreement. The parties will meet and confer on any reasonable modifications to the Timeline proposed by either party.
- d. **Search for Complainant.** OFCCP shall provide SHCC with complete contact information in its possession or its authority to obtain on the Complainant by the date set forth in the Timeline.
- e. **Distribution of Mail Notice to Complainant.** SHCC will provide initial notice by regular first-class mail. SHCC will send copies of all of the Notice Documents as defined above, including a postage-paid return envelope, by first class mail to the best available mailing address for the Complainant, by the date set forth in the Timeline. If the envelope from the initial mail notice is returned with a forwarding address, SHCC will re-mail the Notice Documents within five (5) days of receipt of the forwarding address.

Based on the response to the initial mail notice, the parties will meet and confer by the date set forth in the Timeline to assess the results of the initial mail notice and to ensure that the second round of mail notice maximizes the potential response rate. A second mail notice will be sent to the Complainant with a valid address if he fails to respond to the first mail notice unless the parties agree otherwise.

- f. **Distribution of Notice by Other Means.** SHCC shall work with the OFCCP to develop a recommended plan for Notice by other means in addition to first class mail, including, as appropriate, use of email and telephone contact, distribution of information on websites, paid newspaper, web, radio or other advertisement, social media, or in-person community meetings. These other means will be designed to maximize the ability of the Complainant to understand their rights and obligations under this Agreement and act upon them. OFCCP will also conduct independent efforts to communicate with the Complainant about this Agreement through official U.S. Department of Labor channels and in partnership with community-based organizations.

- g. **Notice Deadline.** The final deadline for the Complainant to respond to the notice is set forth in the Timeline. The parties will prominently display this deadline on all materials they distribute in paper or online form regarding this Agreement, and explain that failure to respond by this deadline will result in a forfeiture of any relief provided by this Agreement.
- h. **Technical Assistance.** The parties will timely respond to any inquiries from the Complainant using information consistent with this Agreement and the Notice Documents and will document all inquiries and the result. OFCCP will provide contact information for the Complainant to contact OFCCP regarding this Agreement. The parties will prominently display this contact information on all materials they distribute in paper or online form regarding this Agreement. SHCC will provide OFCCP contact information to the Complainant with questions or concerns.
- i. **Exchange of Information Regarding Complainant.** SHCC and OFCCP will timely exchange information regarding the Complainant, including updated contact information and the results of any technical assistance provided.
- j. **Final List.** The Final List will include the Complainant if he timely responds to the Notice by the deadline set forth in the Timeline. The parties will meet and confer on any outstanding issues or questions regarding the Final List. OFCCP shall make the final determinations of eligibility but will make every effort to negotiate in good faith to resolve any dispute about the Final List. SHCC will provide to OFCCP any information necessary to determine the Final List.
- k. **Documentation of Payments.** By the deadline set forth in the Timeline, SHCC will provide OFCCP with copies of a cancelled check or electronic documentation of the payment to the Complainant, including the amount paid, the date payment was sent, the date payment was received or the check cashed, and any uncashed or returned checks.
- l. **Contractor's Expenses.** SHCC will pay all expenses associated with carrying out its duties pursuant to this Section, from funds separate and apart from the amount designated in this Agreement for the Settlement.

V. **Additional Individual Relief**

- 1. **Personnel File.** SHCC shall remove all references, if any, to any charge or allegation of discrimination against SHCC and this complaint from the Complainant's personnel file. SHCC will remove all references, if any, to any discipline or termination from the Complainant's personnel file. The reason for Complainant's separation from SHCC will be listed as a voluntary separation. SHCC may not disclose any information or refer to any charge of discrimination or this complaint in responding to requests for information about the Complainant. When fielding inquiries about the Complainant, SHCC shall provide a neutral job reference consisting of employment dates and positions held and shall not discuss the reasons for the Complainant's job separation.

VI. Modifications to Employment Practices and Other Non-Monetary Relief

SHCC will ensure that all employees are afforded equal employment opportunities. SHCC agrees to continue or to implement the corrective actions detailed below.

1. Eliminate Discriminatory Practices. SHCC will immediately cease using the employment practices that negatively affect applicants or employees with disabilities.
2. Evaluation of Reasonable Accommodation Practices. Within 120 calendar days of the Effective Date of this Agreement, SHCC will conduct an internal review to evaluate whether it is appropriately engaging with applicants and employees in the interactive process to provide reasonable accommodations to applicants and employees with disabilities to ensure that equal employment opportunity is extended in the operation of its personnel processes. Based on what it learns, SHCC will write improved guidelines for its reasonable accommodation process.
3. Evaluation of Termination Practices. Within 120 calendar days of the Effective Date of this Agreement, SHCC will evaluate its termination practices to identify whether they have an adverse effect on individuals with disabilities. Based on what it learns, SHCC will write improved guidelines for its termination process.
4. Physical and Mental Qualifications. Within 120 calendar days of the Effective Date of this Agreement, SHCC will reassess its position descriptions to ensure that all physical and mental qualifications and requirements are job-related and consistent with equal employment opportunity. Based on what it learns, SHCC will make revisions to its position descriptions, as appropriate.
5. Training. Within 120 days of the Effective Date of this Agreement, SHCC will train all individuals involved in any way in the reasonable accommodation and/or termination processes on all new and revised policies, procedures, and programs developed or eliminated under Sections VI-2 and VI-3 above.
6. Self-monitoring/Auditing. SHCC will monitor its reasonable accommodation and termination processes to ensure they do not adversely affect individuals with disabilities, and will investigate and remedy any such unequal treatment that it identifies. SHCC will investigate any complaint or information it receives that may indicate potential disability discrimination. SHCC also commits to self-monitor its reasonable accommodation and personnel processes on at least an annual basis.

VII. OFCCP Monitoring Period

1. **Recordkeeping.** SHCC agrees to retain all records relevant to the violations cited in Section III above and the reports submitted in compliance with Paragraph 2, below. These records include underlying data and information such as Human Resources Information System (HRIS) and payroll data, job applications and personnel records, and any other records or data used to generate the required reports. SHCC will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. Contractor Reports.

a. **Schedule and Instructions.** SHCC agrees to furnish OFCCP with the following reports during the Monitoring Period according to the following schedule:

i. **Progress Report 1:** The time period for the first report will be the September 1, 2020 to February 28, 2021, the report due date will be March 15, 2021, and the report will include:

1. Copies of the Information Verification Form and the Release of Claims returned by the complainant;
2. Documentation of the monetary payment to the complainant as specified in Part IV. If the monetary payment is made by check, the documentation must include a copy of the check and the date the check cleared the bank. If the monetary payment is made by direct deposit, the documentation must include a copy of the pay stub and the deposit record generated by the bank;
3. A copy of the improved guidelines written for SHCC's reasonable accommodation process;
4. A copy of the improved guidelines written for SHCC's termination process;
5. Copies of any revised position descriptions showing revisions were made to the position descriptions to ensure that all physical and mental qualifications and requirements are job-related and consistent with equal employment opportunity, where appropriate; and
6. Documentation of training provided to all employees involved in the reasonable accommodation and termination processes, on SHCC's nondiscrimination obligations, including all new and revised policies, procedures, and programs developed or eliminated under Section VI of this Agreement. This documentation will include:
 - a) Date, time, and place of the training;
 - b) Name and job title of each trainer;
 - c) A sign-in sheet listing the name and job title of each attendee; and
 - d) Copies of the training and presentation materials used.
7. Documentation that all references, if any, to any charge or allegation of discrimination against SHCC and this complaint, and any discipline or termination have been removed from the Complainant's personnel file, and the reason for Complainant's separation from SHCC has been listed as a voluntary separation.

ii. **Progress Report 2:** The time period for the second report will be March 1, 2021 to August 31, 2021, the report due date will be September 15, 2021, and the report will include:

1. Copies of any revised position descriptions showing revisions were made to the position descriptions to ensure that all physical and mental qualifications and requirements are job-related and consistent with equal employment opportunity, where appropriate;
2. Documentation of training provided to all employees involved in the reasonable accommodation and termination processes, on SHCC's nondiscrimination obligations, including all new and revised policies, procedures, and programs developed or eliminated under Section VI of this Agreement. This documentation will include:
 - a) Date, time, and place of the training;
 - b) Name and job title of each trainer;
 - c) A sign-in sheet listing the name and job title of each attendee; and
 - d) Copies of the training and presentation materials used.
3. A report on SHCC's internal audit and reporting system to measure the effectiveness of its total affirmative action program (AAP), including its reasonable accommodation and termination practices.

SHCC will submit reports to Tom Wells at (b) (6), (b) (7)(C) [ol.gov](mailto:tom.wells@ol.gov) and Maurice Richard at (b) (6), (b) (7)(C) [ol.gov](mailto:maurice.richard@ol.gov). SHCC and OFCCP have a common interest in the information being provided in the reports pursuant to this Agreement. To the extent any of the reports SHCC provides in accordance with this agreement are customarily kept private or closely held, and the SHCC believes should remain confidential under Exemption 4 of FOIA in the event of a FOIA request, SHCC will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will treat any such documents received as confidential documents.

- b. **Affirmative Action Programs.** SHCC will submit its current year AAP(s) for individuals with disabilities under Section 503 and protected veterans under VEVRAA with the second Progress Report.
 - c. **Reports on Modifications to Personnel Practices.** In each Progress Report, SHCC will report on all modifications of personnel practices made to date pursuant to the Agreement and provide documentation of its compliance with the remedy provisions of this Agreement. If any of the relevant documents such as job postings or policies have not been modified since being provided during a prior reporting period, a statement to that effect is sufficient. The reports must include those specified above.
3. **Close of Monitoring Period and Termination of Agreement.** This Agreement shall remain in effect until the monitoring period is completed. The monitoring period will close once OFCCP accepts SHCC's final progress report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify SHCC in writing within sixty (60) days of the date of the final progress report that SHCC has not fulfilled all of its obligations under the Agreement, OFCCP will be deemed to have accepted the final report and the Monitoring Period and this Agreement will terminate. If OFCCP notifies SHCC within the allotted time that it has not

fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines SHCC has met all of its obligations under the Agreement.

VIII. Signatures

The person signing this Agreement on behalf of SHCC personally warrants that he or she is fully authorized to do so, that SHCC has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on SHCC.

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and South Hampton Manor Nursing and Rehabilitation Center, L.P. (d/b/a Shippensburg Health Care Center), 121 Walnut Bottom Road, Shippensburg, PA 17257.

(b) (6), (b) (7)(C)

Scott Potter
Chief Financial Officer
South Hampton Manor Nursing and
and Rehabilitation Center, L.P.
d/b/a Shippensburg Health Care Center

Date: 9/9/2020

(b) (6), (b) (7)(C)

Tom G. Wells
District Director
U.S. Department of Labor/OFCCP
Baltimore District Office

Date: September 10, 2020

Attachments:

- A. Timeline
- B. Notice Documents

ATTACHMENT A

TIMELINE

Action	Due Date
SHCC sends Complainant first Notice Documents	September 15, 2020
Postmark Deadline for Complainant to reply to first Notice	October 31, 2020
SHCC provides OFCCP written notice if Complainant has not yet responded or returned forms	October 31, 2020
If necessary, OFCCP provides SHCC with updated address for Complainant	November 10, 2020
If necessary, SHCC sends Complainant second Notice Documents	November 15, 2020
Postmark Deadline for Complainant to reply to second Notice	December 31, 2020
SHCC disburses back pay check to Complainant	Within 15 Days of Receiving Completed Information Verification Form and Release of Claims from Complainant
If necessary, SHCC notifies OFCCP that Complainant's check was undeliverable	Within 5 Days of Complainant's Check Being Returned as Undeliverable
If necessary, SHCC disburses back pay check to Complainant a second time	Within 5 Days of Receiving Updated Address
SHCC evaluates reasonable accommodation practices	December 31, 2020
SHCC evaluates termination practices	December 31, 2020
SHCC reassesses position descriptions	December 31, 2020
SHCC provides training to personnel involved in reasonable accommodation and/or termination processes	December 31, 2020
SHCC monitors its reasonable accommodation and termination processes	At Least Annually
SHCC submits first Progress Report	March 15, 2021
SHCC submits second and final Progress Report	September 15, 2021

ATTACHMENT B-1

NOTICE TO COMPLAINANT

Dear (b) (6), (b) (7)(C)

Shippensburg Health Care Center (SHCC) and the Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) have entered into a Conciliation Agreement (Agreement) to remedy the violation of Section 503 of the Rehabilitation Act (Section 503), and Vietnam Veterans' Readjustment Assistance Act (VEVRAA) that OFCCP found during a complaint investigation. OFCCP's investigation found that SHCC terminated you because of your disability. SHCC has not admitted to any violation of Section 503 or VEVRAA and there has not been any adjudicated finding that SHCC violated any laws. OFCCP and SHCC entered into the Agreement to resolve the matter without resorting to further legal proceedings.

Under this Agreement, you may be eligible to receive a payment of \$20,000.00 (less deductions required by law). Under the terms of the Agreement, it may take up to six months from the date of this letter before you receive your payment. In order to be eligible for a payment, you must complete, sign, and return enclosed Information Verification and Release of Claims Forms. This form should be mailed as soon as possible to the address below. **In order for you to be eligible to participate in the settlement, your documents must be received by [insert date by which complainant must respond].**

[Name]

[Position]

*Shippensburg Health Care Center
121 Walnut Bottom Road
Shippensburg, PA 17257*

You may use the enclosed postage-paid return envelope to return the completed and signed Information Verification Form and Release of Claims Form.

If you have any questions you may call [name] at SHCC at [phone number], or OFCCP Compliance Officer (b) (7)(E), (b) (6) at (b) (7)(C), (b) (6) Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENT(S) TO SHCC BY [insert date by which complainant must respond], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

Sincerely,

[Name]

Enclosures: Information Verification Form
Release of Claims Form

ATTACHMENT B-2

INFORMATION VERIFICATION FORM

You must complete this form in order to be eligible for the monetary payment under the terms of the Conciliation Agreement (“Agreement”) between Shippensburg Health Care Center (“SHCC”) and the Department of Labor’s Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

Name: _____

Address: _____

Telephone Nos.: Home _____ Cell _____ Work _____

Email _____

Notify SHCC at the address below if your address, email address or phone number changes within the next twelve (12) months.

Your Social Security Number (to be used for tax purposes only): _____ - _____ - _____

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW WITHIN 45 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS NOTICE WAS POSTMARKED, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

[Contact Person’ Name]
[Contact Person’s Job Title]
Shippensburg Health Care Center
121 Walnut Bottom Road
Shippensburg, PA 17257

I, (print name) _____ , certify the above is true and correct.

Signature

Date

ATTACHMENT B-3

RELEASE OF CLAIMS UNDER SECTION 503 OF THE REHABILITATION ACT OF 1973, AS AMENDED, TITLE I OF THE AMERICANS WITH DISABILITIES ACT, AS AMENDED, AND THE VIETNAM ERA VETERANS' READJUSTMENT ASSISTANCE ACT OF 1974, AS AMENDED

This Release of Claims (Release) under Section 503 of the Rehabilitation Act of 1973, as amended, Title I of the Americans with Disabilities Act of 1990, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended is a legal document. This document states that in return for Shippensburg Health Care Center ("SHCC") paying you money, you agree that you will not file any lawsuit against SHCC for allegedly violating Section 503 of the Rehabilitation Act of 1973, as amended, Title I of the Americans with Disabilities Act of 1990, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, in connection with your termination. It also says that SHCC does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

In consideration of the payment of \$20,000.00 (less deductions required by law) by SHCC to me, which I agree is acceptable, I, (b) (6), (b) (7)(C) agree to the following:

I.

I hereby waive, release and forever discharge SHCC, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Section 503 of the Rehabilitation Act of 1973, as amended, Title I of the Americans with Disabilities Act of 1990, as amended, and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my termination on the basis of my disability at any time prior to the date of my signature on this Release. By signing this agreement, I agree that I have been made whole for any claim that could have been brought under Section 503 of the Rehabilitation Act, as amended, Title I of the Americans with Disabilities Act of 1990, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act, as amended, relating to my termination with SHCC through the Effective Date of this Release.

II.

I understand that SHCC denies that it treated me unlawfully or unfairly in any way and that SHCC entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs (OFCCP) and agreed to make the payment described above to resolve alleged discrimination and to resolve the matter without further legal proceedings in the complaint investigation initiated by OFCCP on October 7, 2019. I further agree that the payment of the aforesaid sum by SHCC to me is not to be construed as an admission of any liability by SHCC.

ATTACHMENT B-3

RELEASE OF CLAIMS UNDER SECTION 503 OF THE REHABILITATION ACT OF 1973, AS AMENDED, TITLE I OF THE AMERICANS WITH DISABILITIES ACT, AS AMENDED, AND THE VIETNAM ERA VETERANS' READJUSTMENT ASSISTANCE ACT OF 1974, AS AMENDED

III.

I declare that I have read this Release and that I have had a full opportunity to consider and understand its terms and to consult with my advisors and seek legal advice. I further declare that I have decided of my own free will to sign this Release.

IV.

I understand that if I do not sign this Release and return it to the contact listed on the enclosed Notice to Complainant, by the deadline listed on the Notice, I will not be entitled to receive any payment (less deductions required by law) from SHCC.

IN WITNESS WHEREOF, I have signed this document on this ____ day of MONTH, 2020.

Printed Name

Signature